

TOTAL TUTORS CLIENT AGREEMENT

THE PARTY TO THIS AGREEMENT IS:

Client Name _____ (Parent's name if student is under age 18)

Student Name _____ (If student is under age 18)

Phone _____ Email _____

(Client of Total Tutors, listed above, will be Hereinafter referred to as the "Student", Total Tutors will be hereinafter referred to as "the Tutor" or "Total Tutors")

Whereas the Tutor shall provide tutoring to the Student in the following subject(s):

_____ at the following location: _____

(client home or third party location).

FEES PAYABLE TO THE TUTOR

Fees shall be calculated at a starting rate of \$ _____ dollars per hour of tutoring. No further fees shall be charged for traveling or preparation time of the Tutor. Fees may be adjusted from time to time and shall become effective after having given the Student seven days written notice.

PAYMENT

Payment shall be made no later than immediately upon completion of a tutoring session. Payment may also be made in advance. Payment may be accepted in the form of credit card, cash or check. The following person is responsible for payment of fees: _____ .

STATUS OF THE TUTOR

It is expressly understood that the Student retains the services of the Tutor as an independent contractor and not as an employee. The Tutor shall be responsible for his/her insurance and for all statutory declarations and contributions with regard to income tax.

SCHEDULE OF LESSONS

Tutoring charged at the rate of \$ _____ dollars per hour shall commence on ____ / ____ / _____ (month/day/year) and thereafter on an *ad hoc* basis as mutually agreed upon by Tutor and Student.

Tutor Initials _____

Student (Parent) Initials _____

TUTORING CONTRACT

Total Tutors

CANCELLATION AND REFUND

The Student may cancel a prepaid session up to one hour before the scheduled time for reasons of a family emergency or sickness and receive a credit to apply to a future session. Lessons not attended for any other reason by the student without giving 48 hours prior notice to the Tutor shall be charged at the full rate, at the sole discretion of the tutor. If the Tutor cancels a session for any reason and at any time prior to the start of the session, the Tutor agrees to refund the Student any pre-payment for that session or to apply that payment to a future session that the Tutor and Student agree upon. Client requesting of a new tutor must come 7 days prior to scheduled session, to allow time to make necessary arrangements, and pair client with a new tutor. Failure to alert Total Tutors management of the desire for a new tutor more than 7 days prior, will result in the scheduled session standing as planned. For a full refund of any session not resulting in credit, client agrees to cancel more than 48 hours prior to scheduled session time.

LATE ARRIVAL AND CHANGE OF SCHEDULE

Fees are calculated according to the scheduled time agreed upon by the Tutor and Student. No adjustment to fees shall be made for time lost because of late arrival by the Student or by early termination of session by the Student. Any lost time because of the late arrival of the Tutor shall be compensated for by extending a lesson by mutual agreement and by such amount of time that was lost. The Tutor agrees to wait fifteen minutes from the time of the scheduled session for the Student's arrival before considering that session canceled without sufficient prior notice and therefore subject to the terms set forth in the CANCELLATION AND REFUND policy

OBLIGATIONS OF THE TUTOR

- The Tutor undertakes to do all preparation prior to lessons and to structure lessons in such a way as to optimize time to the benefit of the Student.
- The Tutor shall keep confidential all information of the Student and shall contact other parties involved in the education of the Student only if given written permission by the Student to do so.
- The Tutor shall not assign any of his/her duties or obligations under this tutoring contract to a third party without the written permission of the Student.
- The Tutor shall at no time be required or obliged to execute homework or assignments on behalf of the Student.

Tutor Initials _____

Student (Parent) Initials _____

TUTORING CONTRACT

Total Tutors

OBLIGATIONS OF THE STUDENT

- The Student undertakes to assist the Tutor in identifying problem areas in which the Student needs specific tutoring.
- The Student agrees to provide their own materials needed for each tutoring session (E. g. paper, pencil, etc.).
- The Student agrees that assignments, exercises or homework form an integral part of tutoring and undertakes to complete such work timeously.
- Student agrees to do work at the discretion of the tutor, and to listen to the best of his or her ability to achieve optimal results
- The Student agrees to take temperature daily and monitor any symptoms of illness, including but not limited to fever, shortness of breath, cough, rash, and diarrhea, and cancel scheduled tutoring session if any symptoms are present.
- The Student agrees to take necessary steps to reduce possibility of disease transmission, such as maintaining physical distancing and wearing face coverings during session.

COVID-19 LIABILITY

It is both the responsibility of the Student and the Tutor to adhere to health guidelines with regards to COVID-19. The Student acknowledges the existence of risks from the Student's participation in tutoring sessions with the Tutor that may result in injury or illness such as, but not limited to Influenza, or COVID-19 that may lead to paralysis or death. The Student takes full responsibility for their safety, and with full knowledge of the risks involved, releases the Tutor from any and all liabilities, claims, demands, or actions directly or indirectly related to any loss, damage, injury, or death that may be sustained by the Student related to COVID-19. The Student agrees to indemnify, defend, and hold harmless the Tutor from and against any and all costs, expenses, damages, lawsuits, and/or liabilities due to injury, loss, or death from or related to COVID-19. The Student further agrees to follow the guidelines set forth by the Tutor below:

- The Student and the Tutor shall take daily temperature measurements prior to session, and notify the other party to cancel session if they exhibit fever or any other symptoms of illness such as fatigue, shortness of breath, cough, rash, diarrhea in the past 14 days prior to session.
- The Student and the Tutor shall notify the other party immediately if they or someone they have been in close contact with has tested positive for COVID-19 in the past 30 days, and make any arrangements and cancellations necessary.
- The Student and the Tutor shall wear face coverings and keep physical distance to the best of their ability during session.

Tutor Initials _____

Student (Parent) Initials _____

TUTORING CONTRACT

Total Tutors

NO WARRANTIES

The Tutor makes no promises or warranties with regards to a Student's performance as a result of any tutoring provided.

TERMINATION

This tutoring contract may be terminated by either party at any time by giving the other party seven days prior written notice.

RELAXATION OF TERMS

No relaxation, indulgence, waiver or release by any party of any of the rights in terms of this agreement on one occasion shall prevent the subsequent enforcement of such rights and shall not be deemed to be a waiver of any subsequent breach of any of the terms.

WHOLE AGREEMENT

This agreement constitutes the entire understanding between the parties with regard to the subject matter thereof and the parties waive the right to rely on any alleged expressed or implied provision not contained herein. Any alteration to this agreement must be in writing and signed by both parties.

MINORS

Where the Student is a legal minor, the Parent/Guardian shall enter into this tutoring contract on behalf of the Student and shall accept and agree to all the terms and conditions contained herein on behalf of the Student. It is the express policy of Total Tutors that, for all students under the age of 18, a parent, guardian, or responsible adult caretaker shall be present at each tutoring location. The tutor will be under no obligation to be considered legally responsible for any student under the age of 18 at any time.

Tutor Signature _____ **Date** _____

Student Signature _____ **Date** _____
(or Parent Signature if Student is under age 18)